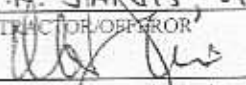
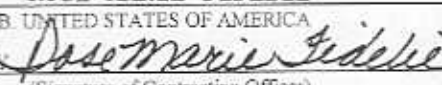


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
						1 5	
2. AMENDMENT/MODIFICATION NO. P00056		3. EFFECTIVE DATE 06-Nov-2002		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY B2 CONS/AGC (ROSEMARIE FIDELIE, ROSEMARIE.FIDELIE@SHEPPARD.AF.MIL, 136 K AVE, SUITE 1, BLDG 1664 SHEPPARD AFB TX 76311-2746		CODE FA3020		7. ADMINISTERED BY (If other than item 5)		CODE	
				See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TREND WESTERN TECHNICAL CORP. MR MICHAEL JARVIS 4128 W COMMONWEALTH AVE FULLERTON CA 92833-2536				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. F41612-98-C-0001			
				X 10B. DATED (SEE ITEM 13) 09-Mar-2001			
CODE 50500		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer. <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-1, Changes Fixed-Price Alt 1							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to establish the RIPL; add the MOA to the CBA; Change Accounting Classification and replace the Tech Exhibit for Bldg 2113 POC: VICKIE SULLIVAN PHONE: (940) 676-4406 SEE SCHEDULE							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) M.R. Jarvis, Vice President				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROSE MARIE FIDELIE			
15B. CONTRACTOR/OFFICER  (Signature of person authorized to sign)		15C. DATE SIGNED 11 NOV 02		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 12 Nov 02	
EXCEPTION TO SF-30 APPROVED BY OIRM 11-84				30-105-04 STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

14A. The purpose of this modification is to provide for an equitable adjustment to establish a Receipt In-Place Location in support of DRMS; replace Technical Exhibit 3-14, Building 2113; add a Memorandum of Understanding to the Collective Bargaining Agreement and change the accounting classification for the 82d Training Wing for Option Period Six.

14B. CLIN 6010 is established in the amount of \$21,726.14 to provide personnel to establish and maintain the local Receipt In-Place Location for the period 6 November 2002 through 31 December 2002. The Accounting Classification for this action is as follows:

5733400 303 6444 526620 030000 59212 85796F 660700 FX3020

14C. Due to the 82d Training Wing reorganization, office space in Building 2113 has been reallocated from "Contractor Use to "Government Use". Rooms 107, 111, 112 and 113 have been converted to Government Use. Revised Technical Exhibit 3-14 reflects these changes.

14D. A Memorandum of Agreement between Trend Western Technical Corporation and the International Association of Machinists signed on 28 October 2002, becomes effective on 29 October 2002 and extends the Collective Bargaining Agreement between the two parties until 30 April 2003. This agreement also makes changes to Article Fourteen, Sixteen, Twenty-Three, Twenty-Four and Twenty-Five.

14E. The accounting classification for the 82d Training Wing on Modification P00055 to fund Option Period Six for Purchase Request F73LGS22350400 has been changed from: 5733400 303 6444 524110 030000 59212 85796F 660700 FX3020 to read: 5733400 303 6444 526620 030000 59212 85796F 660700 FX3020. This change affects the following CLINs: 6001, 6003ac, 6004aa, 6004ab, 6005aa, 6006aa, 6007, 6008aa, and 6009aa.

14F. The following contract pages are to be deleted from the contract and the revised replacement pages attached to this modification are provided for incorporation into the contract:

Delete page No.:
SOW, Page C5-40

SOW, Page TE3-14
Part 1, Section B, Page B-7B

Insert Page No.:
SOW, Page C5-40
SOW, Page TE3-17
SOW, Page TE3-18
SOW, Page TE3-19
SOW, Page TE3-14
Part 1, Section, Page B-7B

The three-page Memorandum of Agreement is also provided for posting to the Collective Bargaining Agreement.

14G. Total cost of Option Period Six (1 Oct 02 – 31 Dec 02) has increased from \$1,127,629.77 by \$21,726.14 to 1,149,355.91.

14H. The total cost of the contract has increased from \$21,610,807.93 by \$21,726.14 to \$21,632,534.07.

Changes in Section B

CLIN 6010 was added.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6010		1.00	Each	\$21,726.14	\$21,726.14

Receipt In-Place Location

FFP - The contractor shall furnish and supply to the Government management, personnel and services to establish and maintain a RIPL to aid base customers needing assistance in transferring excess property to a regional DRMS facility.

NSN S216-BA-SES-UPPLY

MILSTRIP F73LGS22540200

PURCHASE REQUEST NUMBER F73LGS225402

SIGNAL CODE A

NET AMT	\$21,726.14
---------	-------------

ACRN AS Funded Amount	\$21,726.14
-----------------------	-------------

Changes in Section G

Summary for the Payment Office

As a result of this modification, the total funded amount of the contract is increased by \$21,726.14 from \$21,610,807.93 to \$21,632,534.07.

CLIN :6001

AS: 5733400 303 6444 526620 030000 59212 85796F 660700 FX3020 000000000000

is increased by \$724,935.26 from \$0.00 to \$724,935.26

AP: 5733400 303 6444 524110 030000 59212 85796F 660700 FX3020 000000000000

is decreased by \$724,935.26 from \$724,935.26 to \$0.00

SUB-CLIN :6003ac

AS: 5733400 303 6444 526620 030000 59212 85796F 660700 FX3020 000000000000

is increased by \$5,000.00 from \$0.00 to \$5,000.00

AP: 5733400 303 6444 524110 030000 59212 85796F 660700 FX3020 000000000000

is decreased by \$5,000.00 from \$5,000.00 to \$0.00

SUB-CLIN :6004aa

AS: 5733400 303 6444 526620 030000 59212 85796F 660700 FX3020 000000000000

is increased by \$1,250.00 from \$0.00 to \$1,250.00

AP: 5733400 303 6444 524110 030000 59212 85796F 660700 FX3020 000000000000

is decreased by \$1,250.00 from \$1,250.00 to \$0.00

SUB-CLIN :6004ab

AS: 5733400 303 6444 526620 030000 59212 85796F 660700 FX3020 000000000000

is increased by \$6,250.00 from \$0.00 to \$6,250.00

AP: 5733400 303 6444 524110 030000 59212 85796F 660700 FX3020 000000000000
is decreased by \$6,250.00 from \$6,250.00 to \$0.00

SUB-CLIN :6005aa

AS: 5733400 303 6444 526620 030000 59212 85796F 660700 FX3020 000000000000
is increased by \$17,837.54 from \$0.00 to \$17,837.54

AP: 5733400 303 6444 524110 030000 59212 85796F 660700 FX3020 000000000000
is decreased by \$17,837.54 from \$17,837.54 to \$0.00

SUB-CLIN :6006AA

AS: 5733400 303 6444 526620 030000 59212 85796F 660700 FX3020 000000000000
is increased by \$18,824.56 from \$0.00 to \$18,824.56

AP: 5733400 303 6444 524110 030000 59212 85796F 660700 FX3020 000000000000
is decreased by \$18,824.56 from \$18,824.56 to \$0.00

CLIN :6007

AS: 5733400 303 6444 526620 030000 59212 85796F 660700 FX3020 000000000000
is increased by \$7,675.00 from \$0.00 to \$7,675.00

AP: 5733400 303 6444 524110 030000 59212 85796F 660700 FX3020 000000000000
is decreased by \$7,675.00 from \$7,675.00 to \$0.00

SUB-CLIN :6008aa

AS: 5733400 303 6444 526620 030000 59212 85796F 660700 FX3020 000000000000
is increased by \$19,953.80 from \$0.00 to \$19,953.80

AP: 5733400 303 6444 524110 030000 59212 85796F 660700 FX3020 000000000000
is decreased by \$19,953.80 from \$19,953.80 to \$0.00

SUB-CLIN :6009aa

AS: 5733400 303 6444 526620 030000 59212 85796F 660700 FX3020 000000000000
is increased by \$36,097.42 from \$0.00 to \$36,097.42

AP: 5733400 303 6444 524110 030000 59212 85796F 660700 FX3020 000000000000
is decreased by \$36,097.42 from \$36,097.42 to \$0.00

CLIN :6010

AS: 5733400 303 6444 526620 030000 59212 85796F 660700 FX3020 000000000000
is increased by \$21,726.14 from \$0.00 to \$21,726.14

**15.19 DEFENSE REUTILIZATION AND MARKETING SERVICE (DRMS) –
Receipt In-Place Location (RIPL)**

15.19.1 The contractor shall provide personnel to maintain the local consolidation/collection area in a reasonably organized fashion.

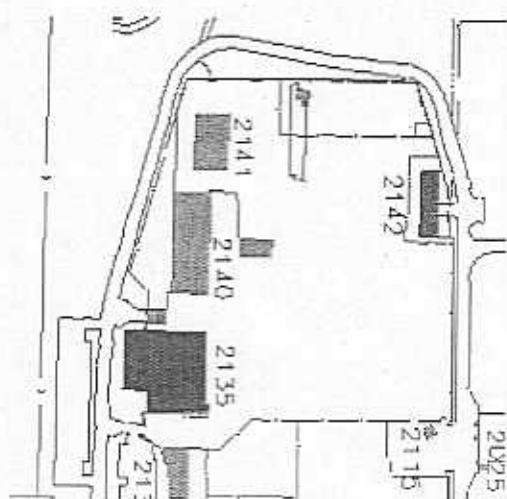
15.19.2 The contractor shall schedule customers by appointment. All customer appointments shall be scheduled to occur no later than 14 calendar days from the date the request is made.

15.19.3 The contractor shall provide instructions to base customers desiring disposal of excess property destined for DRMS channels. The contractor shall be responsible for ensuring properly documented audit trails are maintained and records are filed to verify the disposition of all excess property destined for DRMS channels.

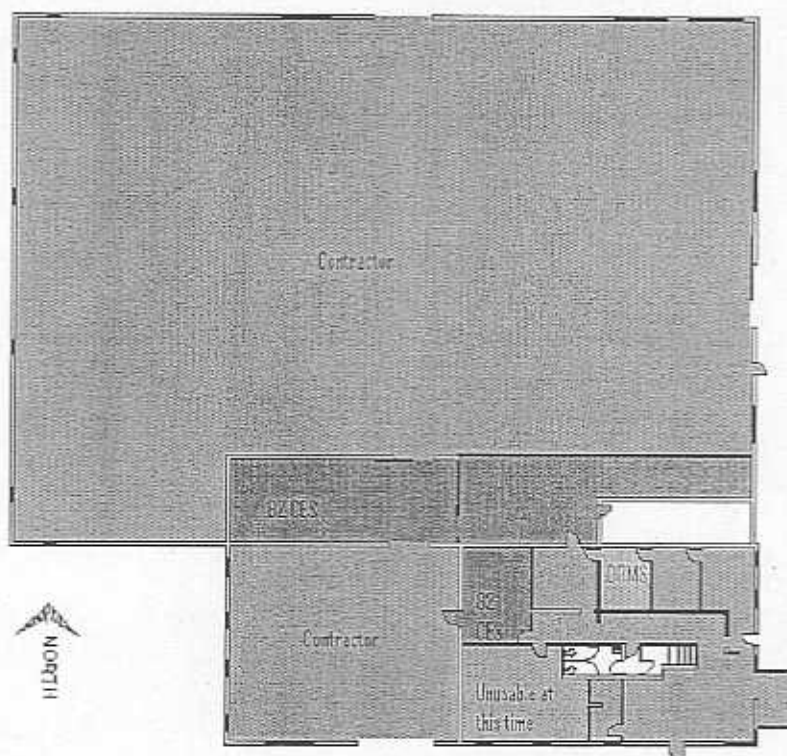
15.19.4 The contractor shall assist in the loading or unloading when MHE is required. The contractor shall initially store property in a manner to facilitate ease of segregation and later transfer to a permanent location until removed, salvaged, or otherwise disposed of according to the regional DRMS representative's instructions and the Memorandum of Agreement. Under no circumstances will the property be later commingled.

15.19.5 The contractor shall package all property per the DRMS representatives instructions. For example, computers require packaging in a tri-wall container or shrink-wrapped together if on a pallet.

15.19.6 HOURS OF OPERATION: Monday-Friday, 0730-1630. Customer service hours will be Monday and Thursday, 0800-1200 and Tuesday, Wednesday, and Friday, 0800-1600; (Excluding Federal Holidays)



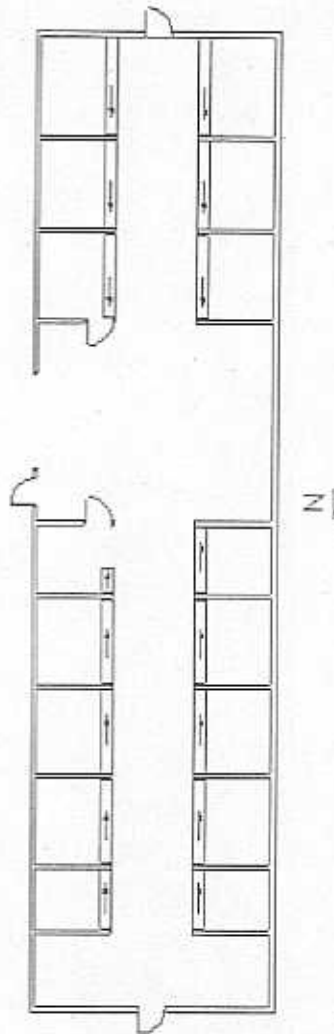
Map of entire complex



FIRST FLOOR PLAN BLDC 2135

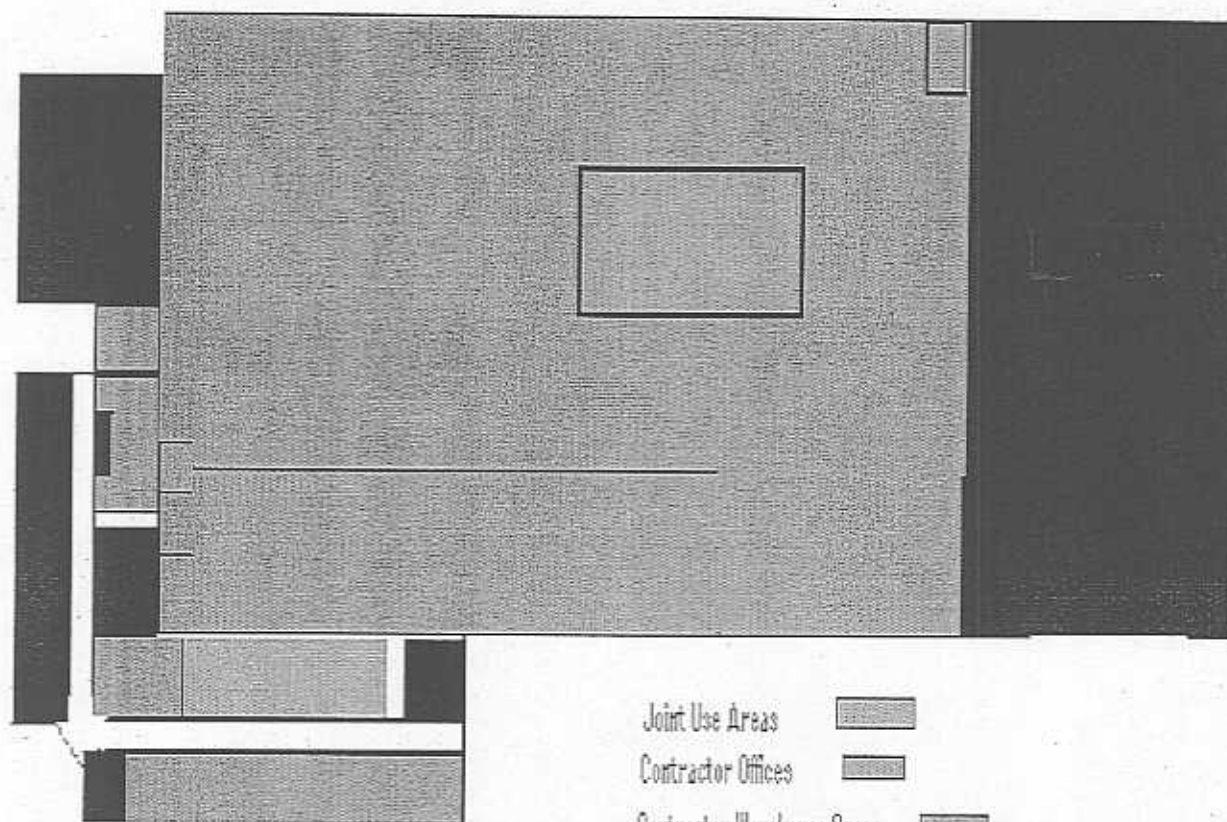
Main Turn-in area

FLOOR PLAN BLDG 2142



Hazardous Turn-in facility
Entire facility will be Joint Use.

Building 2113



PART I
SECTION B
SUPPLIES/SERVICES AND PRICE/COSTS
SUPPLIES AND SERVICES TO BE FURNISHED
(OP 6 continued)

6007	Reimbursement for materials as outlined in Section C, paragraph 3.1.3. Invoices shall include documentation for preapproval of purchases and receipts. Reimbursement may include G&A but will not include profit and overhead.		
		NOT TO EXCEED	\$ <u>7,675.00</u>
6008	Wage Determination IAW Modification P00035		
6008aa	Wage Determination IAW Modification P00035, 82d Training Wing	\$	<u>19,953.80</u>
6008ab	Wage Determination IAW Modification P00035, 80 th Flying Training Wing, Undergraduate Pilot Training (UPT)	\$	<u>7,953.01</u>
6008ac	Wage Determination IAW Modification P00035, 80 th Flying Training Wing, Introduction to Fighter Fundamentals (IFF)	\$	<u>598.61</u>
6009	Wage Determination IAW Modification P00045		
6009aa	Wage Determination IAW Modification P00045, 82d Training Wing	\$	<u>36,097.42</u>
6009ab	Wage Determination IAW Modification P00045, 80 th Flying Training Wing, Undergraduate Pilot Training (UPT)	\$	<u>14,387.40</u>
6009ac	Wage Determination IAW Modification P00045, 80 th Flying Training Wing, Introduction to Fighter Fundamentals (IFF)	\$	<u>1,082.92</u>
6010	The contractor shall furnish and supply to the Government management, personnel and services to establish and maintain a Receipt In-Place Location (RIPL) in support of DRMS.	\$	<u>21,726.14</u>
	TOTAL OPTION PERIOD SIX PRICE	\$	<u>1,149,355.91</u>

MEMORANDUM OF AGREEMENT

Between Trend Western Technical Corporation

and

Local Lodge 2771 of Aeronautical Industrial District Lodge 776
International Association of Machinists and Aerospace Workers, AFL-CIO

The Company and Union agree to modify the below Articles of their Collective Bargaining to read as shown below, all other articles remain unchanged.

ARTICLE FOURTEEN VACATION

Section 11 (Additional Section to article 14).

Employee vacation balance will be taken as paid time off by March 1, 2003 or by the end of the government contract which ever is later.

ARTICLE SIXTEEN HEALTH AND WELFARE

Effective 1 January 2003, the Company shall make contributions equal to ~~three dollars and twenty five cents (\$3.25)~~ three dollars and fifty-five cents (\$3.55) per hour worked paid to a maximum of 40 hours per week. Each bargaining unit employee shall receive the Health & Welfare benefit as cash on regular payroll checks.

Employees participating in the Company 401K plan receive matching funds equal to 25% of the first 4% of the employee's earnings invested in the 401K plan.

ARTICLE TWENTY-THREE GENERAL

Section 11.

Employees who have completed their trial period shall be allowed time off with pay in the event of a confirmed death in their immediate family as follows:

- (a) An employee shall be eligible for three (3) days bereavement leave with pay upon a death in his/her immediate family. To receive bereavement pay, the leave must be taken not later than five (5) days after the date of the funeral. Bereavement pay will not be granted for Saturday, Sunday or Holidays or any other day in which the employee will be otherwise compensated. Such paid time will be considered time worked for purposes of computing overtime. The Company reserves the right to obtain verification of the death.
- (b) For the purpose of this Article as it relates to death in the immediate family, "immediate family" is defined as follows: Spouse, mother, father, children, brother, sister, stepmother, stepfather, stepsister, stepbrother, stepchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, grandchildren, sister-in-law and brother-in-law.

Section 13 (Additional Section to Article 23).

Regular, full-time employees who are members of military reserve organizations of the DoD, including The National Guard, who are ordered to temporary active training duty, shall be paid the difference by which their then-current wages exceed military pay for up to two (2) weeks. Such pay shall be limited to one instance per calendar year. Evidence of orders and amount of military pay are required in order to support military leave pay requests. This benefit applies only to time missed from the employees' regular work schedules. It is not intended to compensate them beyond the amount they would normally receive should they work.

ARTICLE TWENTY-FOUR UNIFORMS

Section 5 (Additional section to Article 24).

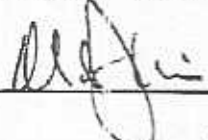
Company supplied uniform shorts may be worn in outside work areas designated by the company under the following conditions:

- (a) The use of the shorts does not present a safety hazard as determined by the company and;
- (b) The shorts are only worn during the months of May, June, July, August and September and other days as designated by the company and;
- (c) Additional cost (if any) of the uniform shorts is paid by the employee.

**ARTICLE TWENTY-FIVE
DURATION**


This Agreement shall be effective on ~~March 1, 1998~~, October 29, 2002 and shall continue in full force and effect through ~~October 28, 2003~~ April 30, 2003. Thereafter the contract shall remain effective from year to year unless sixty (60) days prior to the normal expiration date of this agreement either party gives written notice by registered mail to the other of its intent to amend, modify, or terminate the agreement. All economic changes will take effect October 1st of each contract year following the ratification of this contract.

FOR THE COMPANY:



DATE 10/28/02

FOR THE UNION:



DATE 10/28/02

TW:mr